

## Software Freedom Law Center

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[www.softwarefreedom.org](http://www.softwarefreedom.org)

September 2, 2009

BY FEDERAL EXPRESS AND FAXSIMILE

Richard Houng  
Chief Executive Officer  
Westinghouse Digital Electronics  
12150 Mora Drive  
Santa Fe Springs, CA 90670  
Fax: +1-562-236-9898

**Re: Copyright Infringement by Westinghouse's TX-52F480S**

Dear Mr. Houng:

The Software Freedom Law Center represents Erik Andersen with respect to copyright matters. Mr. Andersen is the owner of rights in and to certain software programs, including BusyBox™ ("Program"), which is distributed on the web at <http://www.busybox.net/>. Westinghouse Digital Electronics's TX-52F480S product ("Infringing Product") appears to include a copy or derivative work of the Program. Further, the firmware download for this Infringing Product available on Westinghouse's website ("Infringing Software") also appears to include a copy or derivative work of the Program.<sup>1</sup> If true, Westinghouse is infringing Mr. Andersen's copyrights by distributing copies or derivative works of the Program without Mr. Andersen's permission.

The only way Westinghouse could have had Mr. Andersen's permission to distribute copies or derivative works of the Program would have been for Westinghouse to comply with the terms of the GNU General Public License ("GPL") under which Mr. Andersen grants licenses to the Program.<sup>2</sup> However, Westinghouse failed to comply with the terms of Section 3 of the GPL by failing to provide either the complete corresponding source code or a written offer for such source code along with the Program when it was distributed to third parties as part of the Infringing Product and Infringing Software.

The source code distribution requirements may seem like a minor issue to some, but in actuality they are perhaps the most important requirements placed on licensees under the GPL. Access to source code is what the GPL is all about and failure to abide by the terms with respect

<sup>1</sup> See [http://207.38.27.164/firmware/SW/SusanII\\_v1.6.3.rar](http://207.38.27.164/firmware/SW/SusanII_v1.6.3.rar).

<sup>2</sup> See <http://www.busybox.net/about.html>.

Richard Hwang, Chief Executive Officer, Westinghouse Digital Electronics  
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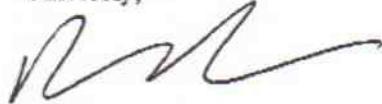
thereto is indeed a violation of the GPL. This interpretation is not just according to Mr. Andersen and the Free Software Foundation, who is the author and interpreter for the past 15+ years of the GPL, but also according to the numerous companies, lawyers and judges that have independently interpreted and applied the GPL. We have found that some people misinterpret the importance of various sections of the GPL, because they incorrectly believe that arduousness is a proxy for materiality. This is inaccurate because those provisions of the GPL which are the most material, are not necessarily the ones that are the most onerous. Further, without the source code requirements, the GPL fails to achieve its sole purpose.

Under Section 4 of the GPL, the violation by Westinghouse instantly terminated any and all rights to the Program that Westinghouse may have had under the GPL. Therefore, Westinghouse has no rights under the GPL to the Program unless and until they are reinstated by the copyright holders. Any copying, modification or distribution of the Program after the initial violation was and is without Mr. Andersen' permission and constitutes willful copyright infringement.

Fortunately for Westinghouse, Mr. Andersen is generally not like for-profit software companies that would most likely seek substantial damages for past infringement or exorbitant royalties for future distribution of the Program. Instead, Mr. Andersen prefers to assume that the cause of any GPL violation issues are benign and, as such, is willing to forgive the past infringement and reinstate Westinghouse's rights to the Program under the GPL so long as Westinghouse acts quickly to come into compliance with the GPL and remedy the harm caused by the past violation of the license.

As such, Mr. Andersen looks forward to receiving an immediate and substantively favorable response to this letter from Westinghouse. Without a manifestation of Westinghouse's commitment to resolving this matter directly with Mr. Andersen, he will be forced to conclude that resort to other, more public, venues is necessary to preserve and protect his rights in the Program.

Sincerely,



Daniel B. Ravicher

